

**BID OPENING**  
**CITY OF SAN JOSE**  
**OFFICE OF THE CITY CLERK**

RECEIVED  
San Jose City Clerk  
City Clerk  
2010 APR 29 P 2:50  
Time Stamp

TOTAL BASE BID 535,420  
ALT NO. 1 7,750  
ALT NO. 2 36,850  
ALT NO. 3 16,750  
Alt No. 4 \_\_\_\_\_  
Alt No. 5 \_\_\_\_\_

BID DATE: Thursday, April 29, 2010

Project Manager: Gabrielle Wilder ~ 793.4148

**LOBUE PARK RENOVATION PROJECT**

BIDDER'S NAME: Elite Landscaping

Bond ☒ Cashier's Check \_\_\_\_\_

Addendums Included ( ) 1

Non-Collusion Affidavit

YES ☒ NO \_\_\_\_\_  
YES ☒ NO \_\_\_\_\_

# ***LOBUE PARK RENOVATION PROJECT***

## **BID DOCUMENTS**

BID OPENING

3:00 P.M.

Thursday, April 22, 2010.

Bidder: Elite Landscaping Inc

# **PROPOSAL TO CITY OF SAN JOSE**

## **FOR LOBUE PARK RENOVATION PROJECT**

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on March 30, 2010, entitled LOBUE PARK RENOVATION PROJECT and the Specifications approved by the Director of Public Works on March 30, 2010, entitled LOBUE PARK RENOVATION PROJECT on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

## LOBUE PARK RENOVATION PROJECT

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

• Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

**The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.**

**Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.**

# NONCOLLUSION AFFIDAVIT

Project Title: LOBUE PARK RENOVATION PROJECT

Guy Stockbridge, being first duly sworn, deposes and says that he/she is  
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

**The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.**

Executed on 4/28/10

Elite Landscaping Inc  
Legal Company Name

Corporation  
Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc

By: [Signature]  
Title: President

City Business Lic. No.: 9672552210  
Expiration Date: 12/15/10  
State Contractor Lic. No.: 645591  
Classification: A, B, C8, C27, D9, D34  
Expiration Date: 3/31/12  
Federal I. D. No.: 77-0470757  
Address: 2972 Larkin Ave  
Clovis, CA 93612  
Telephone: (559) 292-7760

\*\*\*\*\*

NOTARY

On April 28, 2010 before me, \_\_\_\_\_, personally appeared  
(name and title of officer)  
\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Notary Public

## **BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ELITE LANDSCAPING, INC. as PRINCIPAL, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation duly organized under the laws of the State of CONNECTICUT and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF THE AMOUNT BID DOLLARS (\$ 10% BID).

### **THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on April 22, 2010 for **LOBUE PARK RENOVATION PROJECT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 28TH  
day of APRIL, 20 10.

PRINCIPAL

SURETY

ELITE LANDSCAPING, INC.

TRAVLERS CASUALTY AND SURETY  
COMPANY OF AMERICA

Legal Company Name

Legal Company Name

Indicate Type of Entity CA Corporation

By   
Title: Guy Stockbridge, President

By  
Title:

By   
Title: DONALD P. SHARP, ATTORNEY IN FACT

By  
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)



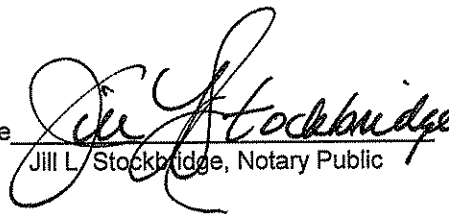
State of California  
County of Fresno

Subscribed and sworn to (or affirmed) before me on this April 28, 2010  
by Guy Stockbridge, provided to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.



(Notary Seal)

Notary Signature

  
Jill L. Stockbridge, Notary Public

State of California

County of Fresno

On April 28, 2010 before me, Jill L. Stockbridge, Notary Public,  
personally appeared Guy Stockbridge,



who proved to me on the basis of satisfactory evidence  
to be the person whose name is subscribed to the  
within instrument and acknowledged to me that he  
executed the same in his authorized capacity, and that  
by his signature on the instrument the person, or the  
entity upon behalf of which the person acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws  
of the State of California that the foregoing paragraph is  
true and correct.

WITNESS, my hand and official seal.

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could  
prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: Guy Stockbridge

☐ Individual

☒ Corporate Officer - Title(s): President

☐ Partner - 0 Limited 0 General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: Elite Landscaping, Inc.



## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220398

Certificate No. 003500582

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Betty Jo Peacock, Donald P. Sharp, Hector De Santiago, and Ruth J. Bly

of the City of Visalia, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of February, 2010.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: \_\_\_\_\_

*George W. Thompson*  
George W. Thompson, Senior Vice President

On this the 19th day of February, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2011.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28TH day of APRIL, 20 10.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of TULARE

On APRIL 28, 2010 before me, WILLIAM R. DADDS, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared DONALD P. SHARP

Name(s) of Signer(s)

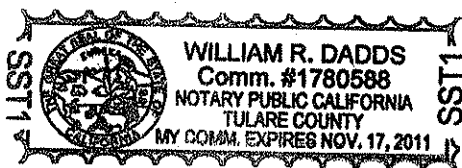
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
AAA FENCE Co.	SAN JOSE CA	FENCING
DELRAMO Electric	SAN MARTIN CA	Electrical
<del>SA</del>	<del>SA</del>	

## STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

*See Attached*

## **STATEMENT OF BIDDER'S EXPERIENCE**

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

**CONTRACT AMOUNT**

[illegible]



### **3.2 Projects completed in the past two (2) years**

**Description:** landscape & irrigation and sports field

**Dollar Value:** \$2,434,598.00

**Project Name:** Mission Oak High School

**Representative:** Ryan Diel  
Tulare Unified School District  
426 N. Blackstone  
Tulare, CA 93274  
559-688-2021

**Architect:** Darden Architects  
6790 N. West Avenue  
Fresno, CA 93711  
559-448-8051

**Original Contract Price:** \$2,900,000.00

**Original Completion Duration:** 200 calendar days

**Final Adjusted Contract Price:** \$2,434,598.00

**Actual Completion Duration:** 250 calendar days

**Description:** landscape & irrigation

**Dollar Value:** \$165,480.00

**Project Name:** Willow Glen Elementary Schoool

**Representative:** Cheryl Butterson/TBI Construction Management  
1960 The Alameda, Suite 100  
San Jose, CA 95126  
408-535-6071

**Architect:** Bill Gould Design, Inc.  
394-A Umbarger Road  
San Jose, CA 95111  
408-224-9890

**Original Contract Price:** \$165,480.00

**Original Completion Duration:** 45 working days

**Final Adjusted Contract Price:** \$165,480.00

**Actual Completion Duration:** 65 working days

**Description:** landscape, irrigation and install concrete sidewalks & benches

**Dollar Value:** \$575,369.00

**Project Name:** OutLot Landscaping

**Representative:** Jerry Martinez  
Madera Redevelopment Agency  
421 North I Street  
Madera, CA 93637  
559-673-5981

**Architect:** Giersch & Associates  
421 North I Street  
Madera, CA 93637  
559-673-5981

**Original Contract Price:** \$553,737.00

**Original Completion Duration:** 90 calendars days

**Final Adjusted Contract Price:** \$575,369.00

**Actual Completion Duration:** 114 calendar days

**Description:** Irrigation Improvements

**Dollar Value:** \$1,575,251.00

**Project Name:** Mooney Grove Irrigation Improvements

**Representative:** County of Tulare  
5961 S. Mooney Blvd.  
Visalia, CA 93277  
559-733-6291

**Architect:** David Bigler  
1127 E. Olive Avenue  
Fresno, CA 93728  
559-276-9495

**Original Contract Price:** \$1,573,500.00

**Original Completion Duration:** 125 calendar days

**Final Adjusted Contract Price:** \$1,575,251.00

**Actual Completion Duration:** 130 calendar days

**Description:** landscape & irrigation and some concrete work

**Dollar Value:** \$866,963.00

**Project Name:** State Route 99 @ Briggsmore

**Representative:** Rick Salinas  
City of Modesto  
1010 10<sup>th</sup> Street, 4<sup>th</sup> Floor  
Modesto, CA 95354  
209-572-5462

**Architect:** CalTrans  
111 Grand Avenue  
Oakland, CA 94612  
510-286-4444

**Original Contract Price:** \$864,286.00

**Original Completion Duration:** 75 working days

**Final Adjusted Contract Price:** \$866,963.00

**Actual Completion Duration:** 90 working days

April 20, 2010

**ADDENDUM NO. 1  
TO  
THE PLANS AND SPECIFICATIONS  
FOR LOBUE PARK RENOVATION PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made part of, and incorporated into the Plans and Specifications for the LOBUE PARK RENOVATION PROJECT.

**PROJECT SPECIFICATIONS**

**NOTICE TO CONTRACTORS, FILING OF BIDS:**

1. **DELETE** the time and date to file proposals of 3:00 pm Thursday, April 22, 2010.
2. **REPLACE** with the time and date to file proposals of 3:00 pm Thursday, April 29, 2010.

**INFORMATION TO BIDDERS,  
BID DOCUMENTS, and  
BIDDER'S BOND:**

1. **DELETE** the Bid Opening Date of April 22, 2010.
2. **REPLACE** with the Bid Opening Date of April 29, 2010.

**PROJECT CONSTRUCTION PLANS**

**SHEET 10 CONSTRUCTION DETAILS,  
DETAIL G BOOSTER PUMP AND WATER TANK ENCLOSURE DETAIL:**

1. **REVISE** dimensions as per attached.

**IMPORTANT**

**INSTRUCTIONS TO BIDDERS:**

This addendum should be acknowledged when your bid is submitted. The bidder must sign this addendum in the space provided below and return one signed copy with the bid. The bidder's failure to sign and submit any or all addenda with the bid shall be a cause for rejection of the bid, in compliance with section 2-1.14 of the City of San Jose, Department of Public Works Standard Specifications, dated July 1992.

Bidder's Name

Signature and Title of Bidder

Date

Attachment

Approved By:

KATY ALLEN

Director

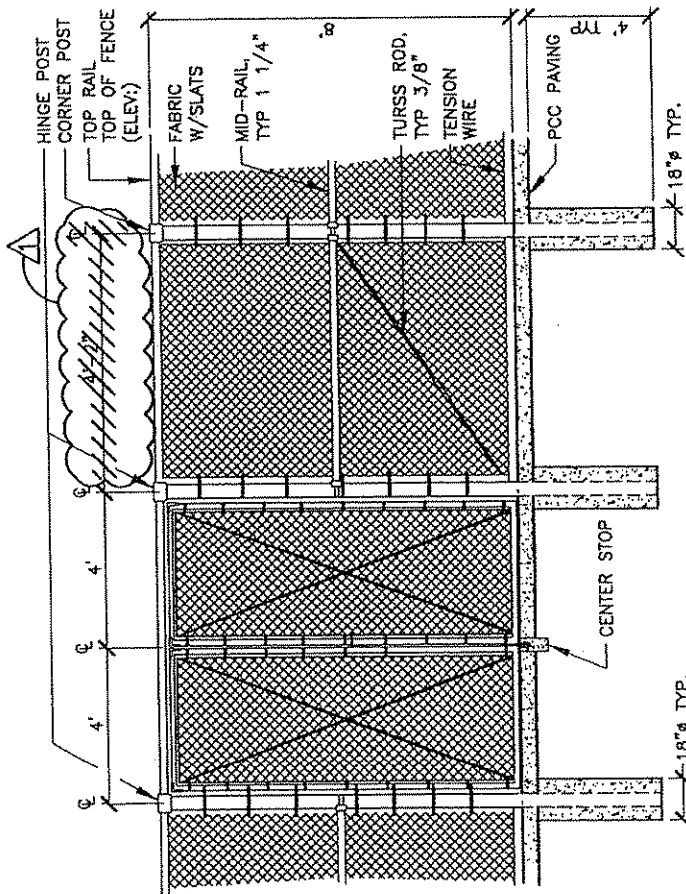
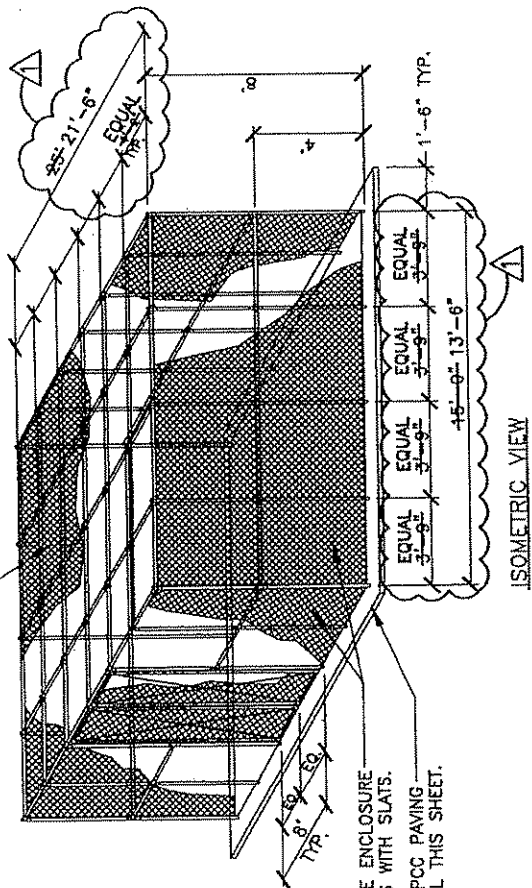
Department of Public Works

Website  
**RECEIVED**

APR 20 2010

2 PGS  
Central California  
Builders Exchange

FENCE ENCLOSURE TOP  
WITHOUT SLATS



ADDENDUM NO. 1 -  
DATED 04-20-10

# BOOSTER PUMP AND WATER TANK ENCLOSURE DETAIL